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UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

YAMILEYDI GONZALEZ CARRAZCO, an
individual; YORDI CASTRO AREVALO, an
individual,

Plaintiffs,

vs.

PRO PERFORMANCE LOGISTICS, LLC, a
Texas limited liability company; RYDER TRUCK
RENTAL, INC., a foreign corporation; EDWIN E.
HOLLAND, an individual; DOES I through X; and
ROE CORPORATIONS I through X,

Defendants.

CASE NO: 2:24-cv-02150-JAD-DJA

**STIPULATION AND ORDER TO
SUBSTITUTE DEFENDANT
LANDSTAR INWAY, INC.**

ECF No. 11

IT IS HEREBY STIPULATED AND AGREED by and between Plaintiffs YAMILEYDI GONZALEZ CARRAZCO and YORDI CASTRO AREVALO, and Defendants PRO PERFORMANCE LOGISTICS, LLC, RYDER TRUCK RENTAL, INC. and EDWIN E. HOLLAND by and through their respective counsel of record, that LANDSTAR INWAY, INC. be substituted as a Defendant in the place of Defendant PRO PERFORMANCE LOGISTICS, LLC., and that Plaintiffs' claims against Defendant PRO PERFORMANCE LOGISTICS, LLC be DISMISSED, WITHOUT PREJUDICE. This stipulation and agreement is based upon representations by

Defendants that Defendant Edwin Holland was not an employee or independent contractor for Pro Performance Logistics, but an independent contractor for Landstar Inway, Inc. at the time of the incident that is the subject of Plaintiffs' Complaint.

IT IS FURTHER STIPULATED AND AGREED that Plaintiffs will file a First Amended Complaint, a copy of which is attached hereto as Exhibit A.

IT IS FURTHER STIPULATED AND AGREED that should future discovery reveal that PRO PERFORMANCE LOGISTICS, LLC was involved in the hiring and/or training of Defendant EDWIN HOLLAND, Plaintiffs shall have the ability to reassert their negligent hiring and/or negligent supervision and training claims against PRO PERFORMANCE LOGISTICS, LLC.

IT IS FURTHER STIPULATED AND AGREED that PRO PERFORMANCE LOGISTICS, LLC will produce relevant documents related to the maintenance and/or repair of the subject tractor and/or trailer to the extent those documents are in PRO PERFORMANCE LOGISTICS, LLC'S possession, custody and control.

Dated this 21st day of March 2025.

MESSNER REEVES LLP



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Dated this 21st day of March 2025.

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ORDER TO SUBSTITUTE DEFENDANT LANDSTAR INWAY, INC.

IT IS HEREBY ORDERED that LANDSTAR INWAY, INC. is substituted as a Defendant in the place of Defendant PRO PERFORMANCE LOGISTICS, LLC., and that Plaintiffs' claims against Defendant PRO PERFORMANCE LOGISTICS, LLC are DISMISSED WITHOUT PREJUDICE, each side to bear its own fees and costs.

IT IS FURTHER ORDERED that Plaintiffs must file their First Amended Complaint by April 25, 2025.

IT IS FURTHER ORDERED that, should future discovery reveal that PRO PERFORMANCE LOGISTICS, LLC was involved in the hiring or training of Defendant EDWIN HOLLAND, Plaintiffs may move to reassert their negligent hiring and/or negligent supervision and training claims against PRO PERFORMANCE LOGISTICS, LLC.

Dated this 26th day of March, 2025.



U.S. District Judge